

## **Electronically Recorded**

## Official Public Records

## Tarrant County Texas

2009 May 29 04:07 PM

Fee: \$ 20.00

**D209143135**

Submitter: SIMPLIFILE

2 Pages

Suzanne Henderson

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on August 14, 2006, Melvin R. Schneider and wife, Jo Ann Schneider, whose address is 3221 Roosevelt Dr, Arlington, TX 76016 ("Lessors") entered into an Oil and Gas Lease with BOTERRA RESOURCES, LLC, as Lessee, a memorandum of which is recorded in the Official Records of Tarrant County, Texas as Document D206289879, covering lands more specifically described therein ("the Lease"), and,

WHEREAS, BOTERRA RESOURCES, LLC, assigned all of their right, title and interest in and to said lease to Chesapeake Exploration, L.L.C., by Assignment of Oil and Gas Leases dated effective September 21, 2006 and recorded as Document Number D206369985, Official Records, Tarrant County, Texas, and

WHEREAS, Lessor and Chesapeake Exploration, L.L.C., Lessee, desire to amend the Lease and extend the primary term of the Lease by an additional thirty-six (36) months as hereinafter set forth and adjust the royalty rate from 20% to 25%.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to August 14, 2012, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

And add the following clause:

“Wherever reference is made to a 20% royalty herein, said royalty shall hereby be amended to read 25% royalty.”

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 28<sup>th</sup> day of May, 2009, regardless of the actual day of execution and acknowledgement by any or all of the parties constituting the Lessor herein.

Lessor:

Melvin Schneider  
Melvin R. Schneider

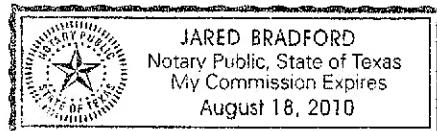
John Schneider  
John Schneider

## ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of MAY, 2009, by Melvin R. Schneider.

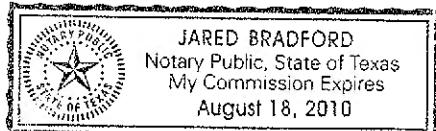


~~Notary Public in and for~~  
The State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of May, 2009, by Jo Ann Schneider.



~~Notary Public in and for  
The State of Texas~~